

EXHIBIT C

2010 -2013

MASTER AGREEMENT

Between

LOCAL UNION 295



Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
33W. HAWTHORNE AVE, VALLEY STREAM, NY 11580
Telephone: (516) 568-1970

And

JRS Trucking Services
230-79 International Airport Center Blvd.
Jamaica, NY 11413
Telephone: (718) 553-2700

WITNESSETH:

WHEREAS, the Union is the Collective Bargaining Agent on behalf of the employees hereinafter described; and

WHEREAS, the Union and the employer have negotiated for the purpose of establishing terms and conditions of employment for employees covered by this Agreement;

WHEREAS, it is the sense of this Agreement that employees covered hereunder be afforded continued and full opportunity of employment without interruption and in accordance with the standards of this Agreement

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

New York, New York

Agreement entered into between **JRS Trucking Services**, hereinafter called the "Employer," and **LOCAL UNION 295 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter called the "Union," to govern all hours, wages and working conditions herein set forth, to continue from _____ to and including _____.

SECTION 1: WAGES

Tractor Trailer Drivers:

	Hourly
Effective: Jan. 1, 2010	2% wage increase
Effective: Jan. 1, 2011	2% wage increase
Effective: Jan. 1, 2012	2% wage increase

Straight Truck Drivers,

Effective: Jan. 1, 2010	2% wage increase
Effective: Jan. 1, 2011	2% wage increase
Effective: Jan. 1, 2012	2% wage increase

Dockman,

Effective: Jan. 1, 2010	2% wage increase
Effective: Jan. 1, 2011	2% wage increase
Effective: Jan. 1, 2012	2% wage increase

New hirer wages:

Dockman	\$11.00
Straight Truck	\$11.50
Trailer Driver	\$13.00

(A) The wage rates herein above set forth shall be deemed effective as of the date indicated and are applicable to all employees as of the date on which they commence their employment. The Employer agrees that any employee receiving a weekly rate in excess of the above rates shall suffer no reduction in pay as a result of the adoption of this Agreement.

(B) All employees covered by this Agreement whose shift commences between 6:00 P.M. up to and including 5:00 A.M. shall receive two dollars (\$2.00) per day over the wage scale listed above. The two dollars (\$2.00) shall be added to the wage scale in computing the employee's regular rate of pay for all purposes.

(C) The wage increase set forth herein will commence on the date of ratification, March 9, 2010 there will be no retroactivity. All future increases will be as set forth above.

SECTION 2: HOURS

(A) Part-time employees shall not work more than twenty (20) hours per week. Benefits shall be provided. All full-time employees' work week shall consist of five (5) consecutive days, Monday through Friday or Tuesday through Saturday. All hours worked in excess of eight (8) and hours worked on a sixth

keeping with their seniority to move to the new terminal(s) or location(s), with all seniority rights. In the event the Employer moves outside the jurisdiction of the Union and has no existing terminal(s) or branch(es), he shall first offer employment to present employees who are affected or will be affected at the new terminal(s) or branch(es). In the event the Employer operates more than one terminal or branch and closes an existing terminal or branch and thereby increases the number of employees in the remaining terminal(s) or branch(es), the employees affected by the closing of their terminal(s) or branch(es) shall have full seniority rights, wages and ours presently enjoyed in the area previously serviced.

(B) The operation of all trucks, tractors, trailers or any other vehicle owned by or leased to, by, on behalf of, or through the Employer, while used for delivery and/or pick-up, or used in interlining, anywhere within the jurisdiction of this Union, shall be performed exclusively by employees of the Employer covered by this Agreement.

SECTION 5: HOLIDAYS

(A) The following days shall be considered paid holidays under this Agreement: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, and CHRISTMAS DAY.

Employees qualifying for vacation may, at their option, utilize five (5) personal days to increase their vacation entitlement by one week. Employees shall not be entitled to utilize fewer than five (5) personal days consecutively to increase their vacation entitlement. JRS reserves the right to decline any such request based on operational needs.

(B) In order to be entitled to holiday pay, an employee must work his regularly scheduled work day immediately preceding the recognized holiday and his regularly scheduled work day immediately following the holiday, unless such absences are due to scheduled vacations or otherwise expressly excused by the Employer.

(C) All hours worked on the following holidays shall be paid for at the rate of two (2) times the regular rate of pay with a minimum guarantee of eight (8) hours work or pay in addition to the holiday pay: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY and CHRISTMAS DAY.

(D) Employees who elect to work on an evening prior to a holiday and whose work ends on a holiday shall work the hours necessary to complete that day's work at the regular rate of pay and the regular overtime rate shall be paid thereafter until the regular starting time of the next day at which time the holiday hourly rate shall apply until he/she completes his/her work.

(E) Employees who elect to work on a Saturday, Sunday or holiday evening and whose work ends on the following day shall be paid at the Saturday, Sunday or holiday rate until he/she completes his/her work.

(F) Hours worked on any Saturday that is a holiday listed above and which requires a two (2) time hourly rate shall be paid at the rate of two (2) times the regular rate of pay.

SECTION 6: SUBCONTRACTING

The Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the Collective Bargaining Unit will be subcontracted. Subcontracting is permitted provided the total work force is utilized.

SECTION 7: UNION SECURITY

(A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the sixty-first (61st) day following the effective date of this Agreement or the execution thereof, whichever is later, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the execution thereof, whichever is later, shall on or after the sixty-first (61st) day following the beginning of such employment become and remain members in good standing in the Union. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided shall be terminated seventy-two (72) hours after his employer has received written notice from an authorized representative of the Union, certifying that membership has been and is continuing to be offered to such employee on the same basis as all other members, and further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

(B) In the event of any change in the Law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

SECTION 8: ADDITIONAL EMPLOYEES

When the Employer needs additional Bargaining Unit employees, he shall notify the Union and the Union will supply suitable applicants from an accurate, fully publicized out-of-work list maintained by Local 295. Selection of the applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. Employer retains the right to reject any job applicant referred by the Union. The Union agrees not to refer applicants who are on strike at the time of referral.

SECTION 9: SUPERVISORY PERSONNEL

Supervisory personnel or any employees not covered by this Agreement will not perform any work which is recognized as the work of the employees covered by this Agreement.

SECTION 10: SENIORITY

(A) Seniority shall prevail, in that the Employer recognized the general principle that senior employees shall have preference to choose their shifts. Seniority does not give an employee the right to choose a specific unit, run, trip, load or assignment.

All shifts shall be posted for bid once each year commencing January 1, 2010 and a second may be posted to be effective on September 1 of each succeeding contract year. The schedule so posted shall not be changed during its term unless agreed to by the parties. Employees bidding on such shifts must be duly

qualified to perform such work, including the meeting of any requirements established by law, such as appropriate licenses and passes (No. 1, 2, 3, N.Y. Coast Guard Pass, Custom House, etc.). The company will post full time vacation replacement bids in conjunction with the general bid up to a maximum of ten percent (10%) of the work force per terminal. Those employees bidding such shifts shall be notified on a weekly basis of the available shifts, for the following week, which shifts shall be awarded by seniority. Bidding shifts will be bid annually by barn seniority. Bidding will be for times and not for jobs. A shift shall be five (5) consecutive working days.

Employees shall be placed on the seniority list as of his/her first date of hire as a Bargaining Unit employee. No employee can have seniority with more than one Employer. Seniority rights for employees shall prevail. Seniority shall be measured by length of service with the Employer Company as a Bargaining Unit employee.

(B) Within thirty (30) days after signing this Agreement, the Employer shall post in a conspicuous place at the Employer's terminal, a list of employees arranged according to their seniority. Claims for corrections to such lists must be made to the Employer within ten (10) days after such posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within said ten (10) day period shall be submitted to the grievance procedure as established in this Agreement.

(C) Seniority shall be broken only by:

1. Discharge for just cause
2. Voluntary quit
3. No work or lay off for more than one (1) year
4. Failure to respond to a notice of recall
5. Unauthorized leave of absence
6. Unauthorized failure to report for work for three (3) consecutive days when work is available.
7. Voluntary leaving of the classification of work covered by this Agreement and remaining in the employ of the employer in some other capacity.

Any employee who is absent because of proven illness or injury shall maintain his seniority.

(D) In the event the employee shall suffer a revocation of his driver's license because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his/her regular earnings at the time of revocation of license, for the entire period of revocation of license and shall be reinstated in the seniority he/she held prior to revocation of his/her driver's license, after said license is restored.

SECTION 11: GUARANTEED WORK FORCE

If any employee is hired subsequent to the effective date of this Agreement and it becomes necessary to reduce the work force, the last employee hired subsequent to the effective date of this Agreement, according to seniority, shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. In the event of a recall, the laid off employee shall be notified by certified mail with a copy to the Union, and if the employee fails to comply, he/she shall lose all seniority rights under the Agreement and shall be considered a voluntary quit. In the event of a lay-off occurring under this Section, whether or not prior or subsequent to the effective date of this Agreement, during the period of such lay-off there shall be no utilization of outside truckers or subcontractors.

SECTION 12: LEAVE OF ABSENCE

Any employee desiring leave of absence from his employment, without pay or other benefits, shall secure written permission from both Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both Union and Employer. The employee shall not engage in gainful employment in any industry during the period of absence. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee.

SECTION 13: CHECK-OFF

(A) The Employer shall deduct from the wages of employees covered by this Agreement, periodic dues, properly authorized assessments and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made on the first day of each month from the wages of each employee who files with the Employer a written assignment authorizing such deduction, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such dues, initiation fees and assessments as and when deducted, shall be forwarded to the duly authorized representatives of the Union. Properly authorized assessments shall be deemed a part of the dues structure of the Local Union, and shall be deducted in accordance with the dues deduction authorization provided by the Union.

(B) When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with a statement received from the Union, he shall remit same, and in the event such deductions was made and the Employer fails to remit such monies to the Union, he shall be assessed 20 percent (20%) liquidated damages. Where an employee who is on check-off is not on the payroll for any reason, the employee must make arrangements with the Union to pay such dues in advance. In the even the Employer is in violation of this Section, after receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may take any economic action against such Employer regardless of any other provisions of this Agreement.

SECTION 14: STEWARDS

(A) The Employer recognizes the right of the Union to designate Shop (Job) Stewards and Alternates from Employer's seniority list. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- (2) The collection of dues when authorized by the appropriate Local Union official;
- (3) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - (a) Have been reduced to writing, or
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

- (4) He will remain on the premises when necessary.

Shop Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of Shop Stewards, and shall not hold the Union and/or its officers or agents liable for any unauthorized acts. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union. The Shop Steward shall be the last employee to be laid off and, under no circumstances shall be discriminated for or against by the Employer.

SECTION 15: ACCESS TO EMPLOYER'S ESTABLISHMENT

Authorized representatives of the Union shall be permitted access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Employer agrees to the posting within his business premises of notice of Union meetings and other Union-authorized communications, by the Local Union.

SECTION 16: PROTECTION OF RIGHTS

(A) It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer, a person on strike.

(B) No employee covered by this Agreement may be discharged or otherwise disciplined for refusing to cross a picket line.

(C) No employee covered by this Agreement can be subjected to a polygraph test.

SECTION 17: UNIFORMS

The employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union Label. Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

SECTION 18: HEALTH AND WELFARE

(A) The Employer agrees that the Trust Agreement establishing the Local 295/851 Employer Group Welfare Fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed binding upon it as a signatory to the Agreement of Trust made and establishing the Local 295/851 Employer Group Welfare Fund. The Employer agrees to adhere to any increases deemed effective by the Funds. Contribution shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295/851 Employer

Group Welfare Fund on behalf of employees and officers of the Union. The Employer agrees to adhere to any increases deemed effective by the Funds.

(B) The Employer assumes full responsibility for coverage for all employees covered by Section 3, and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such loss. The Employer further agrees to provide statutory disability benefits for the employees covered by this Agreement at no cost to the employees covered by this Agreement.

(C) Payments to the Welfare Fund must be continued during a strike.

(D) The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Health and Welfare Fund as now and hereafter constituted.

(E) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his/her signature in the space designated on the contribution form submitted to the Fund.

(F) There will be no medical contributions for the first year for new hires.

The following contributions will be made by the Employer:

Any employee hired prior to January 1, 2000 will remain in the "A" Health Plan; contributions for the "A" Health Plan will be as follows:

January 1, 2010 \$225.00 per week per man
January 1, 2011 \$245.00 per week per man
January 1, 2012 \$265.00 per week per man

Any employee hired January 1, 2000 or after will be put into the "B" Health Plan, contributions for the "B" Health Plan will be as follows:

January 1, 2010 \$191.00 per week per man
January 1, 2011 \$208.00 per week per man
January 1, 2012 \$225.00 per week per man

SECTION 19: PENSIONS

(A) The Employer agrees that the Trust Agreement establishing the Local 295/851 Employer Group Pension Fund shall be deemed to be as though fully set forth herein and the terms thereof shall be deemed incorporated in this Agreement as though hereinafter set forth. The Employer agrees that upon execution of this Agreement it will be deemed a signatory to the Agreement of Trust made and establishing the Local 295/851 Employer Group Pension Fund. The Employer agrees to adhere to any increases deemed effective by the Funds. Contributions shall be made to the Fund on or before the tenth (10th) day of the succeeding month on account of contributions due for the immediately preceding month. It is further agreed that the Union may be considered as an Employer for the purpose of making contributions to the Local 295/851 Employer Group Pension Fund on behalf of employees and officers of the Union. The Employer agrees to adhere to any increases deemed effective by the Funds.

(B) In the event the Employer defaults in payment of pension and/or welfare contributions per Sections 18 and 19 of this Agreement, and notice of such default is served upon the Employer via certified mail by the Administrator and/or the Trustee of the respective Funds, and copies are sent to the Union, Pension, and Welfare Fund Trustee, and if said default is not paid within five (5) days after said notice of default, then the provisions for Section 27 shall be deemed canceled, withdrawn and waived by the Employer and the Union may thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Fund Administrator or the Trustees of each respective Fund shall have the right to inspect all books, records, papers and reports of the Employer, and to interview all employees of the Employer as they in their sole discretion deem necessary to permit the Administrator and/or the Trustees of the Funds to determine whether the Employer is making full payments to the Funds of the amounts required by this Agreement. A determination on such audit and inspection to the effect that the Employer has failed to remit his required contribution shall be deemed a default within the meaning of this Section.

In the event the Employer has within the previous twelve (12) month period been the recipient of a five (5) day notice of default as provided herein, any further default by said Employer shall be considered a breach of this Agreement and the Union, without notice to the Employer, may take such action as it deems necessary in accordance with the provisions of this paragraph.

(C) The Employer assumes full responsibility for coverage for all employees covered by Section 3, and in the event of any loss sustained by the employee or his family resulting from the negligence or failure of the Employer to make regular and timely contributions to the Fund, the Employer shall personally be liable for any such loss.

(D) Payments to the Pension Fund must be continued during a strike.

(E) The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Pension Fund as now and hereafter constituted.

(F) A duly authorized agent or representative of the Employer is to acknowledge the accuracy and to verify the contributions by affixing his/her signature in the space designated on the contribution form submitted to the Fund.

(G) There will be no pension contributions for the first year for new hires.

The following contributions will be made by the Employer:

January 1, 2010 \$93.50 per week per man
January 1, 2011 \$103.50 per week per man
January 1, 2012 \$113.50 per week per man

As of this new agreement a "B" Pension Plan will be put in place for all new hires, hired on or after January 1, 2010. The contribution rate will be as follows:

January 1, 2010 \$60.17
January 1, 2011 \$66.61
January 1, 2012 \$73.05

SECTION 20: PICK-UPS AND DELIVERIES

(A) Chauffeurs or Drivers shall make all pick-ups and deliveries within the jurisdiction of the Union as outlined in Appendix "A" of this Agreement. They shall not be responsible for losses from their trucks unless their carelessness or negligence is proven. Employees are obliged to observe diligently all safety and security measures for the protection of equipment and freight carried.

(B) No employee shall double park, park in bus stops, park by hydrants or park in restricted zones or violate any law or ordinance in order to make deliveries or pick-ups, unless so ordered by the Employer. However, employees must make an honest effort to perform their duties.

SECTION 21: LABOR PRACTICE

(A) The Employer shall not enter into any other written or oral Agreement with any employee or group of employees covered by this Agreement which in any way violates the wages, hours or working conditions of this Agreement.

(B) The Local Union shall have the right to seek recovery from the Employer in its own name and on behalf of the employee the amount of wages or other benefits which any member may waive or assign to the Employer.

(C) The Union as well as the members thereof agree at all times, as fully as it may be within their power, to further the interests of the industry and the Employer and to cooperate with the Employer to the best of its ability to eliminate unfair trade practices and labor abuses detrimental to the industry.

(D) The Employer, regardless of number of employees employed, must provide a time clock. Employees shall not be required to punch in or out at any other time during their workday other than the employee alone punching in at the beginning of his/her shift and punching out when his/her shift ends.

(E) When checks are issued in payment of wages, such checks shall have appended memoranda for detachment and retention by the payee, separately showing regular and overtime earnings and showing deductions for Social Security, State and Federal income tax withholdings, and any miscellaneous deductions.

(F) In the event that wages are paid in cash, memoranda also indicating separate regular and overtime earnings and the above deductions shall be given to the employee at the same time he/she receives his/her cash wages. Employees paid in cash shall be paid at any time on usual payday.

(G) Payroll records of the Employer shall reflect accurately and fully normal and overtime hours worked and wages paid, as well as vacations earned and given and holidays worked or not worked.

(H) Business Agents and representatives of the Union shall be granted access to wage, personnel and time records of employees covered by this Agreement.

(I) Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court, etc. because of same.

(J) Any employee required to appear in court or at any arbitration proceeding at the request of the Employer or Unions or at the summons of any governmental agency shall be paid in full for such time by the Employer. No payment shall be less than a full day's pay, but the employee shall be available for work if the proceeding does not extend the full day.

(K) When an employee is required to appear in court for the purpose of testifying because of an accident he/she may have been involved in during working hour, such employee shall be reimbursed in full for all time lost unless the driver is proven to have been under the influence of intoxicating liquors or narcotics.

(L) Communications and/or letters relative to an employee's personnel file and any disciplinary actions taken by the Employer against an employee shall be removed after twelve (12) months from issue date and once removed will not be considered a part of his/her permanent employment record nor may be used in any proceeding.

SECTION 22: STARTING PLACE, TRAVELING EXPENSE, ETC.

Any employee leaving his/her truck or automobile for night tie up or storage in a different place than he/she started from shall be paid carfare and traveling time provided it is within the jurisdiction of the Union. If any employee ties up at any other point, he/she shall be paid traveling time and transportation expenses. Any employee sent outside the metropolitan district shall be paid hotel, meal and traveling expenses.

SECTION 23: VACATIONS

(A) Employees hired prior to January 1, 2006 shall be allowed vacations which are to be determined in accordance with the following schedule:

After one (1) year:	One (1) week
After two (2) years:	Two (2) weeks
After four (4) years:	Three (3) weeks

(1) Employees hired on or after January 1, 2006 shall be allowed vacations in accordance to the following schedule:

After one (1) year:	One (1) week
After two (2) years:	Two (2) weeks

New employees who have not completed one year's service by April 1 shall receive one and one half (1) days for each full month worked to a maximum of five (5) working days. If an employee starts before the fifteenth (15th) day of the month, he/she shall be granted one (1) day for that first month.

(B) The qualifying period for the 2010 vacation shall be Jan. 1, 2009 to Dec. 31, 2009, the 2011 vacation, Jan. 1, 2010 to Dec. 31, 2010, and the 2012 vacation, Jan. 1, 2011 to Dec. 31, 2011.

(C) The Employer shall post the vacation schedule no later than December 1 to be effective January 1 of each year, and shall give preference to the senior employees. The Employer shall have the right to schedule the number of employees who shall receive vacations at a particular time. Vacations shall be scheduled on a year-round basis according to seniority and classification.

(D) The vacation period for the eligible employees shall consist of consecutive days, provided that in case of employees entitled to two (2) or more weeks vacation the Employer may split the vacation into separate one-(1) week periods with the consent of the eligible employee.

(E) The Employer may not change the time of an employee's vacation once scheduled, except by mutual consent.

(F) Where any of the holidays covered by this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra day's vacation with pay or an additional day's pay for such holiday.

(G) Vacation pay shall be paid the eligible employee before he/she starts vacation.

(H) The pay which an employee shall be entitled to receive for his vacation shall be determined as follows:

One (1) week's vacation pay for an eligible employee shall be forty (40) hours pay at the employee's current scheduled weekly rate, including premium shift and night shift differential pay.

(I) If, in the event the Employer claims a manpower shortage has developed, employees may agree to work during their vacation period and such employee shall receive, in addition to his/her earnings for that week, the pay to which he/she would have been entitled had he been on vacation or, upon Agreement, reschedule his/her vacation period.

(J) In case of death of an employee, the vacation pay due such an employee shall be paid to the employee's estate within two (2) weeks after receipt of death certificate.

(K) To qualify for a vacation, an employee must have been employer by the Employer for one (1), two (2), four (4) or more years respectively prior to April 1 of the year in which the vacation is to be granted.

(L) All employees shall be paid for all vacation time due according to the schedule listed herein. There shall be no pro-rating of vacation time. In the event an employee severs his/her employment with the Employer for any reason, the employee shall receive all vacation pay due within two (2) weeks after the employee has terminated.

SECTION 24: FUNERAL LEAVE

In case of a death in the employee's immediate family, i.e., spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, the Employer shall grant such employee three (3) working days off with pay. Death certificate or other such proof of death must be submitted to the Employer upon request. Funeral leave is exclusive of Saturdays, Sundays, vacations, and holidays, when not regular work days.

SECTION 25: SICK LEAVE

(A) Sick days and floaters will be combined and referred to as Personal Days.

All employees hired prior to January 1, 2010 will be entitled to 7 personal days; employees hired on or after January 1, 2010 will be entitled to a maximum of 5 personal days.

(B) Personal Days shall not be accumulated, but employees shall receive payment based upon their regular rate of pay, including premium and night shift pay, for all unused sick leave within two (2) weeks after the end of the contract year, or at the time the employee severs his employment for any reason. There shall be no prorating of sick leave.

(C) Newly hired employees will accrue personal days at the rate of one (1) day per month up to five (5) months and thereafter shall be eligible for five (5) days to be paid within two (2) weeks after the end of the contract year, or at the time the employee severs his employment for any reason.

(1) Employees in the employ of the Employer shall be paid for unused personal days by the second week of September or at the time the employee severs his employment for any reason.

SECTION 26: JURY DUTY

It is agreed that employees required to report for Jury Duty shall receive the difference in their regular daily rate of pay and their jury duty pay up to ten (10) days.

SECTION 27: STRIKES AND LOCKOUTS, GRIEVANCE AND ARBITRATION

(A) The Union and the Employer agree that there shall be no strike, lock-out, tie-up, work stoppage, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise. Should any dispute or grievance arise between the Employer and the Union as to the meaning, import an application of or compliance with the provisions of this Agreement, or should any grievance or dispute arise as between the Employer and Union, such dispute or grievance shall be settled in the following manner:

Step 1: Between the aggrieved employee, Steward and Foreman of the department involved. If not settled within five (5) working days, then,

Step 2: Between a business representative of the Union or other person designated by the Union and the plant superintendent or other company designee. If not settled within fifteen (15) working days, then notification shall be made to American Arbitration Association for referral of the dispute to arbitration pursuant to the rules of the AAA. The parties shall be limited to a single panel of Arbitrators for selection purposes. Nothing shall preclude the Union from proceeding immediately to arbitration with respect to a particular grievance.

Step 3: In determining just cause, the Arbitrator shall include, but not be limited to, the following conduct:

- a. Drunkenness, drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time);
- b. Theft;
- c. Unprovoked assault on his/her Employer or his/her Employer's representatives during working hours;
- d. Carrying unauthorized passengers in Employer's vehicles;
- e. Preparing and maintaining any false statements and documents intended to deceive the Employer.

Failure of any party involved to comply with the Arbitrator's award within ten (10) days thereafter, will remove restrictions against any legal or economic recourse by the other party as prohibited by Subdivision A of this article.

B. The Arbitrator may make such decision or award or disposition of the matter as to them seems just and which, in addition to awarding any sum of money or damages or other relief may contain provisions commencing or restraining acts of conduct.

C. It is further agreed that in all cases of an unauthorized strike, walk-out, or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge and such employees shall not be entitled or have any recourse to any other provision of this Agreement.

D. Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this Agreement that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by an official of the Union with notice of such approval to be given to the Employer in writing at least twenty-four (24) hours prior to such strike or stoppage of work. The granting of such approval by the Union shall not impose any liability on the Union.

E. The Arbitrator shall, upon demand from the Union and upon the submission of proof by the Union evidencing that the Employer has failed to meet the wage, welfare, pension, check-off provision and/or any other provisions of this Agreement, require the posting of a cash bond by the Employer. Failure to post such bond shall be reason for the termination of this Agreement.

SECTION 28: FEDERAL AND STATE LAWS

(A) Employers shall protect employees with Worker's Compensation Insurance, Social Security and Unemployment Insurance as required by Federal and State Laws.

(B) The Employer agrees to cooperate toward the prompt disposition of employee-on-the-job injury claims. An employee who is injured on the job and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly pay for such time. In the event that an employee sustains an occupation illness or injury while away from his terminal, the employer shall provide transportation by bus, train, plane or automobile to his terminal if and when directed by a doctor.

The Employer agrees to provide any employee injured locally, transportation at the time of injury from the job to the medical facility and return to the job, or to his/her home if required.

In the event of a fatality arising in the course of employment while away from his/her terminal, the employer shall return the deceased to his/her home.

(C) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until a qualified mechanic has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of any government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The employee and Union shall receive a copy of the accident report that he/she submits to his/her Employer. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, of which one copy is to be given to the employee and a copy to the Union. The Employer cannot require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by a qualified mechanic, with a copy of the mechanic's report sent to the Union.

(D) Trucks manufactured after January 1, 1958 must have a heater, defroster and windows that are in good working condition. In the event the foregoing are defective, the Employer shall put same in good working condition within three (3) consecutive working days after proper notification. Heaters, defrosters and windows presently on trucks manufactured prior to above date will not be removed from the trucks and the Employer will make every effort to maintain them in working condition.

(E) Garages or terminals of the Employer must provide sanitary conditions for the employees covered by this Agreement.

SECTION 29: ARMED FORCES

(A) Employees covered by this Agreement who become engaged in the military or naval service in any branch of the United States Government shall, when discharged, be immediately re-employed by the Employer without loss of seniority.

(B) Returning servicemen/women who would be entitled to receive a vacation under the Soldiers' and Sailors' Relief Act by virtue of this Agreement shall receive a vacation, or pay in lieu thereof as set forth above. The number of days after his/her return, but prior to his/her anniversary date of the year in which the vacation is to be granted, which a serviceman/woman may have missed from work and still qualify for the vacation, shall be apportioned to the time since his/her return to work. For example, if a serviceman/woman has returned to work six (6) months prior to his/her anniversary date of the year in which the vacation is to be granted, he/she shall not have missed work more than the twenty-five (25) days on which work was available to him/her. If he/she returned three (3) months prior to his/her anniversary date of the year in which the vacation is to be granted, he/she shall not have missed more than twelve (12) days on which work was made available. If a fraction results in any computation of the percentage, the next lower number of days shall be considered.

SECTION 30: COMPANY RULES

The Company may establish such company rules as it deems necessary or desirable, provided that such rules are not in conflict with this Agreement, and further provided that no such company rules shall become effective without written approval of the Union.

SECTION 31: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general work conditions shall be maintained at not less than the highest standards in effect. The Employer further agrees that it will in no way seek to enforce or impose any subsequent Agreement or Master Agreement affecting the air freight industry which will reduce any of the standards established by this Agreement.

SECTION 32: SAVINGS CLAUSE

If any provision of this Agreement is subsequently deemed invalid under the law of any state wherein this Agreement is executed, such provision shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory Agreement, either party shall be permitted all legal or economic recourse notwithstanding any other provision of this Agreement.

(1) The company will agree to allow all unit employees to participate in the Teamsters 401k plan and Drive program.

SECTION 33: DURATION

This Agreement shall constitute the full and binding Agreement of the Parties and shall be in full force and effect from January 1, 2010 to December 31, 2012.

IN WITNESS WHEREOF THE PARTIES HERETO have set their hands and seals this _____
day of _____, 2010.

FOR THE EMPLOYER:**FOR THE EMPLOYEE REPRESENTATIVE:**

Signature

Signature

Print Name and Title

Print Name and Title

Signature

Signature

Print Name and Title

Print Name and Title

Signature

Signature

Print Name and Title

Print Name and Title

APPENDIX B

COMPANY RULES

1. All employees are to punch his/her own time card in and out.
2. All employees must call in at least one hour prior to their schedule start time if they know they are going to be late.
3. All employees must call in two hours prior to their schedule start time if they are going to be out.
4. At the start of each day drivers must pre trip vehicle this includes but in not limited to fuel check and fill out vehicle inspection report in full. No driver shall leave terminal without a vehicle inspection report being filled out in its entirety.
5. All drivers must contact dispatch every half hour unless otherwise instructed by dispatch. If company provided phone is inoperable then use the toll free number for the terminal you are being dispatched from. JRS Trucking Service, Inc maintains three toll free numbers at all times.
6. No employee will take lunch without getting permission from Supervisor.
7. Proper dress code is to be adhered to. No driver will be allowed to wear shorts other then uniform shorts, no clothing with explicit language on it is to be worn, and the only acceptable head wear will be standard baseball cap or wool pull over caps in the winter time.
8. No unauthorized personnel permitted to ride in company vehicle.
9. All cabs and cargo areas of equipment is to be kept clean daily. All cargo areas are to be swept out at the end of shift trailers included.
10. Accident or injuries must be reported immediately regardless of the severity of accident or injury. These are to be reported to a supervisor and the Supervisor will make decision as to what steps are to be taken next, unless employee is taken away in ambulance.
11. Any vehicle broken in to must be reported immediately to your supervisor and a police report must be obtained.
12. All cargo be it delivery or pick up must be carried in the cargo portion of vehicle. All cargo must be secure in cargo area of truck including but not limited to Hazmat. Door of truck must be locked at all times whether travelling with cargo or not. Padlock or built in lock must be on at all times regardless of cargo.
13. All units are to be visibly inspected for cargo before leaving the terminal. If you were told the unit was empty report to your supervisor immediately, if you were told there was cargo in unit and its empty report immediately to supervisor.
14. All delivery orders are to be filled out in its entirety, this includes but not limited to signature, print, date, pieces and time, depending on delivery order and what information it requires. No notations or discrepancies are to be noted on delivery orders unless permission is obtained from a Supervisor.
15. Upon end of shift you are to park unit in area it's assigned to, all windows, sunroofs and back doors are to be closed.
16. Proper foot wear must be worn at all times, work authorized footwear only.
17. All trucks backed into platform must be chocked regardless of loaded or empty. If trailer is unattached it must still be chocked.
18. No driver will return to facility without calling dispatch first.
19. All drivers must possess a valid CDL license while in employ.
20. All drivers must possess a Hazmat endorsement on their license or provide proof as to why they have been denied one.

21. All drivers must obtain and maintain a valid DOT physical card.
22. All employees are subject to random drug testing for a zero drug free environment. Drivers who possess a valid CDL license are subject to random testing in compliance with USDOT, NYSDOT and local DOT laws.
23. Anyone out on compensation or disability is required to update company of medical conditions with proper paper work from treating physicians every visit.
24. All drivers involved in chargeable accidents as defined by USDOT are subject to immediate dismissal. **Chargeable Accident – an accident which results in damage to vehicles, property or personal injury that could have been prevented. (i.e., backing up, striking a stationary object with a vehicle, worn required PPE, issued a summons at time of accident for operating vehicle in unsafe manner, illegal u turn, etc...) These accidents will be determined chargeable by committee made up of a representative from JRS and Local 295.**
25. All drivers must adhere to all Federal, State and local rules and regulations this includes but is not limited to filling out all required paperwork applicable to the duties they are performing.
26. All intercompany required forms are to be filled out in its entirety and turned in to the responsible party.
27. Fuel receipts are to be turned in at the end of shift with driver's name and unit number clearly visible on receipt.
28. Toll receipts are to be turned in with driver's name and unit number clearly visible on receipt.
29. All log books are to be turned in no later than first week of month.
30. All tickets made out to JRS Trucking Service, Inc are to be turned in and attached to affidavit, delivery order or pick up order which will be given to you by your supervisor upon your return to facility.
31. Company phones are responsibility of employee as described on receipt you fill out when you are assigned a phone.
32. All company property included but not limited to phone, Identification, paperwork are to be turned in after employment has terminated with company.

EXTENSION AGREEMENT

Agreement made and entered into this 1st day of February, 2013 by and between Local 295, International Brotherhood of Teamsters (the "Union") and JRS Trucking Services (the "Employer").

WITNESSETH

Whereas, the Union and the Employer are parties to a Collective Bargaining Agreement (the "Agreement") which is in full force and effect, and expires by its terms on December 31, 2012.

Whereas, the Union has reopened the Agreement in order to negotiate a renewal of the Agreement but the parties have not yet completed the bargaining process.

Whereas, the parties wish to continue their collective bargaining without the potential disruption of a labor dispute.

Now, therefore, the Union and the Employer agree as follows:

1. The Agreement is hereby extended until midnight on February 28, 2013, with all of its current terms and conditions in full force and effect.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Signatures transmitted electronically or by facsimile shall be deemed, and have the same effect as original signatures.

In Witness Whereof, the Union and the Employer have executed this Agreement.

Local 295, IBT

By: Lou Calem
Lou Calemine, President

Date: 2/1/13

JRS Trucking Services

By: Anthony Ferrone
Anthony Ferrone, President

Date: 2/1/13